



CoreLogic[®]

Wellington
Level 2, 275 Cuba St
PO Box 4072,
Wellington 6140

Auckland
Level 21, 151 Queen St
Auckland 1010

CoreLogic Widget Terms and Conditions

1 Interpretation

1.1 In this Agreement:

Agreement means these terms and conditions and the Application.

Application means the "Application to Access Widget Product" form signed by the Customer or submitted electronically to CoreLogic, and includes any relevant amendments made from time to time.

Approved Marketing means direct marketing of real estate (and associated services and products) to End Users using the End User Information to which the Customer has gained access, but only to the extent such marketing has been consented to by the relevant End User in the End User Terms.

Business Day means a day other than a Saturday, Sunday or a public holiday in Wellington.

CoreLogic means CoreLogic NZ Limited.

Customer means the customer recorded in the Application.

Confidential Information means all confidential, non-public or proprietary information, regardless of how the information is stored, which is delivered to the Customer before, on or after the date of this Agreement, relating to the valuation products, product information services or the business, technology or other affairs of CoreLogic, any Data, valuation and market share analyses, valuation models and tools, indices, programs or algorithms.

Customer Website means the Customer's website on which the Customer will host the Product, as specified in the Application

Data means all information and imagery made available to End Users via the Product and includes (as applicable):

- (a) an AVM price band;
- (b) recent sales data; and
- (c) property attributes (including address, number of bedrooms, floor area and number of carparks).

Effective Date means the date on which the Customer is granted access to the Product.

End User means the person who enters their personal information into the Product and agrees to the End User Terms, for the purpose of obtaining the Data.

End User Information means the personal information that each End User inputs into the Product in order to access the Data (including the End User's name, email address and phone number).

End User Terms means the CoreLogic terms and conditions that the End User must accept in order to access the Data via the Product.

Fees means the fees as specified in the Application.

GST means the tax imposed by the Goods and Services Tax Act 1985

Initial Term means the initial term as set out in the Application.

Intellectual Property Rights means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, trade secrets, know-how and Confidential Information and all other intellectual property rights (whether registered or unregistered) and similar forms of protection and all applications and rights to apply for any of them, anywhere in the world.

Internal Business Needs means solely for the internal business needs of the Customer and not disclosed to any third party unless CoreLogic has given its prior written consent (to be withheld at CoreLogic's sole discretion). The following shall not be considered as Internal Business Needs:

- (a) any direct or indirect supply of raw data or derivatives by the Customer to third parties whether for on-supply, re-use, resale or otherwise; and
- (b) any marketing purposes (whether solicited or otherwise).



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CoreLogic Widget Terms and Conditions

Law means common law, principles of equity, and laws made by parliament (laws made by parliament include laws (in New Zealand) and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).

Payment Date means the 20th day of the month following the date of an invoice from CoreLogic.

Permitted Purpose means:

- (a) in respect of the Product, solely for the purpose of hosting the Product on the Customer Website and providing End Users with access to the Data; and
- (b) in respect of the End User Information and the Data, solely for its Internal Business Purposes and Approved Marketing.

Product means the Product described in the Application, that the Customer will host on the Customer Website for the purpose of enabling End Users to access the Data and obtaining the End User Information.

Subsequent Term(s) means further rolling terms of 12 months commencing on the anniversary of the expiry of the Initial Term.

Third Party Data Provider means any third party provider of data that is incorporated in the Data (and includes LINZ).

- 1.2 The headings in this Agreement are for convenience of reference only and will not affect the interpretation. The words 'include' and 'including' when introducing an example, do not limit the meaning of the words to which the example relates or examples of a similar kind. A reference to a clause is a reference to a clause in this Agreement. Words importing the singular number will include the plural and vice versa, and words importing the masculine gender include all other genders.
- 1.3 The following order of precedence shall apply if there is any conflict between the documents forming part of this Agreement:
 - 1.3.1 these terms and conditions; and
 - 1.3.2 the body of the Application;

2 Terms of the Agreement

- 2.1 These terms and conditions become a legally binding agreement between the Customer and CoreLogic when the Customer either signs and / or electronically returns the Application to CoreLogic, which is an acknowledgement by the Customer that the Customer has read and accepted these terms and conditions.
- 2.2 The Customer's hosting and use of the Product (including any Data) and the Customer Information is subject to the terms and conditions set out in the Agreement

3 Duration of User Agreement

- 3.1 This Agreement will commence on the Effective Date and will continue during the Initial Term and any Subsequent Term(s) (as applicable) unless otherwise terminated in accordance with the terms of this Agreement.
- 3.2 Upon expiry of the Initial Term this Agreement will automatically renew for successive periods equal to the Subsequent Term unless notice of cancellation is given by either party not less than 30 days prior to the expiry of the Initial Term.
- 3.3 If this Agreement is terminated by the Customer before expiry of the Initial Term the Customer remains liable for any further Fees that would be due under the Initial Term had it not been terminated.

4 Licensing

- 4.1 Subject to the terms of this Agreement and the Customer's performance of its obligations, CoreLogic grants to the Customer a non-exclusive, non-transferable, non-sublicensable limited licence during the Initial Term and any Subsequent Term(s) to access and use the Product, the Data and any End User Information for the Permitted Purpose in accordance with the terms of this Agreement and all applicable Laws.



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CoreLogic Widget Terms and Conditions

- 4.2 The Customer acknowledges that the Product, the Data and any End User Information are:
- 4.2.1 not provided for any purpose other than the relevant Permitted Purpose;
 - 4.2.2 not guaranteed as being free from errors or defects, complete or accurate; and
 - 4.2.3 are subject to any limitations expressed within this Agreement and the End User Terms.
- 4.3 The Customer shall not
- 4.3.1 provide any warranties or guarantees to any End User, or make any other claims or statements on the Customer Website, regarding the Product or the Data, other than as specifically approved in writing by CoreLogic; and
 - 4.3.2 use the Product, the Data or any End User Information for any purpose other than the relevant Permitted Purpose.
- 4.4 Except as expressly permitted under this Agreement or to the extent permitted by applicable Law, the Customer and any other employees and representatives of the Customer will not, nor will they encourage any person or entity to:
- 4.4.1 reverse engineer, decompile, disassemble, or use a data extraction software or program of any kind whatsoever to harvest or attempt to harvest the Data within the Product for any purpose whatsoever, including for the purpose of setting up its own database(s) or in order to replicate the Product;
 - 4.4.2 reverse engineer, decompile or disassemble all or any portion of the Product, including any source code, object code, algorithms, methods or techniques used or embodied therein whether by scraping, harvesting, bulk exporting or some other means;
 - 4.4.3 sell, use or modify, copy, reproduce, republish, create or upload any information from the Product to a third party, or to use, disclose, sell or sub-license the Product (in part or whole) to, or for the benefit of, any third parties;
 - 4.4.4 remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Product (including the Data); or
 - 4.4.5 except as contemplated in clause 4.1, use, or offer to use, the Product, the Data or any End User Information to which the Customer has gained access for or in connection with any direct marketing activities, including any telemarketing campaign or telephone survey, except as expressly provided for in this Agreement
- 4.5 The Customer:
- 4.5.1 must, at all times, ensure that the Product, the Data and the End User Information is used only in accordance with the terms of this Agreement, and without limitation must at all times keep access to the Product and End user Information secure and confidential;
 - 4.5.2 must, at all times have a privacy policy on the Customer Website that is compliant with the Privacy Act 1993 and this Agreement.
 - 4.5.3 must, at all time, ensure that all End User Information is used in accordance with the Customer's privacy policy contained on the Customer Website, the Privacy Act 1993 and this Agreement;
 - 4.5.4 must not allow any person to access the Data via the Product who is not an End User; and
 - 4.5.5 bears sole responsibility for protecting and restricting access to the Product, the Data and the End User Information and is responsible for all use of the Product, the Data and the End User Information, whether or not by the Customer, the Customer's employees or agents or by someone else and that the Customer will remain fully responsible and liable for any authorised or unauthorised use of the Product, the Data and/or the End User Information.
- 4.6 Except as set forth in clause 4.1, the Customer is not licensed to use the Product, the Data or any End User Information and undertakes not to do so.
- 4.7 CoreLogic shall have the right, in its sole discretion, and at CoreLogic's cost, to appoint an independent auditor to undertake an audit of the Customer's records, for the purpose of ascertaining and confirming that the use of the Product, the Data and the End User Information is in accordance with the terms of the Agreement. The appointment of any such auditor will be done in consultation with the Customer, to arrange for suitable access of the auditor to the Customer's records. The Customer agrees to reasonably comply.



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5 Access to the Product and End User Information

- 5.1 CoreLogic will supply to the Customer, by email to the email address specified by the Customer in the Application, the information necessary for the Customer to host the Product on the Customer Website, provided that the Customer has completed the Application correctly with accurate and up to date information.
- 5.2 All End User Information will be supplied to the Customer by way of email, to the email address specified in the Application.
- 5.3 It is acknowledged by the Customer that the Customer may host the Product on one Customer Website only and that the End User Information will only be supplied to the one email address specified by the Customer on the Application. If the Customer wishes to receive the End User information through more than one email address, additional fees will apply, as notified by CoreLogic.

6 Creative Commons Licence

- 6.1 CoreLogic is a party to a worldwide, royalty-free, non-exclusive, Creative Commons Custom Licence under which it receives aerial imagery (**Imagery**) used in the Product.
- 6.2 The Imagery is licensed under a Creative Commons Attribution 3.0 New Zealand Licence (**Creative Commons Licence**) details of which can be found at <http://creativecommons.org/licenses/by/3.0/nz/legalcode>. The Imagery is not the property of CoreLogic and is credited to the original author (**Original Author**) as shown in the metadata of the Imagery.
- 6.3 CoreLogic does not assert or imply any connection with sponsorship or endorsement by the Original Author of CoreLogic's use of the Imagery.
- 6.4 CoreLogic makes the Imagery available to the Customer on the terms of the Creative Commons Licence and in no way implies that it has the right to sublicense the Imagery to the Customer or any third party.
- 6.5 CoreLogic does not impose any terms on the use of the Imagery by the Customer or any third party that alter or restrict the terms of the Creative Commons Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise any such rights.
- 6.6 CoreLogic has not imposed any digital rights management technology on the Imagery, any adaption of the Imagery or the Imagery as incorporated with other separate works, that alter or restrict the terms of the Creative Commons Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise those rights.

7 Fees

- 7.1 In consideration of the licence provided by CoreLogic under this Agreement, the Customer agrees to pay the Fees as set out in the Application and in accordance with this clause 7.
- 7.2 CoreLogic will raise an invoice for the Fees for each month (as specified in the Application). Each CoreLogic invoice shall be due and payable on or before the 20th day of the month following the date of CoreLogic's invoice (the **Due Date**).
- 7.3 If payment of any invoice is not received by CoreLogic by the Due Date for such invoice, then, without prejudice to CoreLogic's other legal remedies:
 - 7.3.1 CoreLogic may charge default interest on the overdue monies under the invoice from the Due Date until all monies have been received in full;
 - 7.3.2 the default interest rate will be the rate of three percent (3%) per annum above the current commercial overdraft rate charged by CoreLogic's bank and will be calculated on a daily basis, compounded monthly; and
 - 7.3.3 all legal costs and expenses (including the cost of any debt collection) reasonably incurred by CoreLogic in collecting or attempting to collect any overdue amount (together with any interest payable) shall be payable by the Customer. The Customer shall indemnify CoreLogic in respect of any such costs and expenses.



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8 Customer acknowledgements and responsibilities

- 8.1 The Customer acknowledges that it is solely responsible for:
- 8.1.1 hosting the Product on the Customer Website and providing access to the Data for End Users; and
 - 8.1.2 any and all costs and expenses in connection with hosting, accessing and using the Product, including Internet service provider fees, telecommunications fees, and the cost of any and all equipment (including hardware and software) used by the Customer in connection with its hosting, access and use of the Product as permitted by this Agreement.
- 8.2 The Customer acknowledges that CoreLogic will have no obligation to assist the Customer in hosting, accessing or using the Product, except as expressly provided in this Agreement. For clarity, CoreLogic will not be liable for any delay, defect, deficiency and/or loss of service in connection with the Product or any loss caused by or on account of any of the following:
- 8.2.1 any outage of, or errors or faults associated with, the Customer Website;
 - 8.2.2 equipment, data or services supplied by the Customer or any third party; or
 - 8.2.3 any telecommunications organisation equipment or services (including any speeds or capabilities of such equipment or services) or any requirements of the telecommunications authority.

9 Access requirements

- 9.1 The Customer shall make available to CoreLogic all things required by CoreLogic to supply the Product and undertake any of its obligations under this Agreement, including as necessary to complete the Customer's access to the Product (including configuration of the Product for the Customer Website) as set out, where relevant, in the Application

10 Credit Checks

- 10.1 CoreLogic hereby represents and warrants to the Customer that it will use commercially reasonable efforts to ensure that the Product is accessible in accordance with this Agreement. In the event of any breach of this warranty, the Customer agrees CoreLogic's sole and exclusive obligation (and the Customer's sole and exclusive remedy), is to use commercially reasonable efforts to modify, correct or provide access to the Product.
- 10.2 To the fullest extent permitted by applicable Law, the warranty set out in clause 10.1 is in lieu of any other warranties. All other warranties are hereby excluded, and CoreLogic and its service providers hereby expressly disclaim all warranties and associated liabilities. Without limiting the generality of the foregoing, it is acknowledged and agreed that CoreLogic does not warrant:
- 10.2.1 that the Product, the Data or the End User information will meet the Customer's requirements;
 - 10.2.2 the correctness, accuracy, reliability or otherwise of the Product, the Data or the End User Information;
 - 10.2.3 that the performance of the Product will not be affected by data entry errors, including incorrect errors, double entries or delayed entries, or incorrect or untimely data supplied by CoreLogic's Third Party Data Providers;
 - 10.2.4 that the Product or the Data will be free from infection, viruses or destructive code and CoreLogic shall not be liable to the customer for any damage or loss suffered by the Customer as a result of material provided by the Product (including the Data) infecting or damaging the Customer's computer equipment, software and/or any electronic device; or
 - 10.2.5 that the Product, the Data or the End User Information will be capable of being processed on the Customer's computer equipment and software or that the Customer's data will be compatible with the Product, or will work effectively in combination with the Product.
- 10.3 The Customer warrants to CoreLogic that each of the following statements is true and accurate:
- 10.3.1 it is duly organised and validly existing under the laws of New Zealand;



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- 10.3.2 it has the power to enter into and perform its obligations under this Agreement;
 - 10.3.3 it has the right to host the Product on the Customer Website specified on the Application;
 - 10.3.4 it has all necessary consents, licences and approvals in connection with the entry into and performance of its obligations under this Agreement and for the receipt of the Product and the End User Information; and
 - 10.3.5 the signatory to this Agreement is duly authorised to enter this Agreement on behalf of the Customer.
- 10.4 CoreLogic has no obligation to convert the material on the Product for use by the Customer with their computer equipment and software (such conversion being entirely at the Customer's own risk).
- 10.5 Where CoreLogic is a supplier (as that term is defined in the Consumer Guarantees Act 1993 (CGA)) of the Product or other goods or services, the Customer confirms that the Product or other goods or services provided by CoreLogic under this Agreement are acquired for the purposes of a business (as that term is defined in the CGA) and the Customer agrees that the CGA does not apply to the Product or other goods or services supplied by CoreLogic under this Agreement.
- 10.6 The Product, including, without limitation, any Data or other information contained therein, are subject to change without notice.
- 10.7 Except as otherwise expressly provided herein, the Product, the Data and the End User Information are provided to the Customer on an 'as is, as available' basis without any representations or warranties of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for particular purposes, title, non-infringement, security, availability, accuracy, or otherwise.
- 10.8 The Customer acknowledges and agrees that the limitations and exclusions of liability contained in:
- 10.8.1 Clauses 10.1, 10.2 (with all references to CoreLogic deemed to be replaced with references Third Party Data Providers (whether expressly identified by CoreLogic or not); and
 - 10.8.2 clause 12.3, apply for the benefit of and may be enforced by any Third Party Data Provider (whether expressly identified by CoreLogic or not) in relation to the material on the Product sourced by CoreLogic from a Third Party Data Provider for the purposes of the Contract and Commercial Law Act 2017, as may be amended from time to time. For the avoidance of doubt, this clause shall not in any way limit CoreLogic's right to enforce any of the provisions of this Agreement in relation to the material sourced by CoreLogic from a Third Party Data Provider.

11 Security

- 11.1 The Customer shall use all commercially reasonable efforts to ensure the security of access to the Product, the Data and any End User Information from unauthorised access and use, and shall comply with CoreLogic's reasonable instructions from time to time regarding the security of the Product, the Data and the End User Information.
- 11.2 The Customer must ensure that it does not knowingly or recklessly allow any third party (other than an End User) to access to the Product. If the Customer knows or has reason to believe that there has been or is about to be fraudulent or other unlawful use of the Product, the Data or any End User Information the Customer must immediately notify CoreLogic by email to the help@corelogic.co.nz and must adhere to all reasonable instructions from CoreLogic to rectify such breach.
- 11.3 CoreLogic has the right the restrict or suspend access to the Product, the Data and/or any End User Information at any time where it suspects a potential breach in security or unauthorised use of the Product, the Data and/or any End User Information. CoreLogic must communicate any restriction or suspension of access to the Customer as soon as reasonably possible.

12 Liability

- 12.1 CoreLogic shall not be liable (whether in contract, tort (including negligence), equity or on any other basis) for any indirect, consequential, special or other similar loss, damage, liability, or expense sustained by the Customer or any other person, directly or indirectly, from any use whatsoever of the Product or any End User Information, or otherwise in connection with this Agreement (even if CoreLogic has been advised of, or has knowledge of, the possibility of such loss, damage, liability or expense). Such loss and/or damage includes, damage to property, injury to persons, loss of profits, business interruption loss, loss of data, denial of access to the Product or any other loss, damage or expense that arises as a result of the Product or any End User Information being shown



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to be wholly or partially incorrect or unsuitable.

- 12.2 CoreLogic shall not be liable (whether in contract, tort (including negligence), equity or on any other basis) for any loss, damage, liability or expense sustained by any other person, directly or indirectly from any use whatsoever arising from any modification, amendment or deletion made to the Data, including third party data within the Product, or any compilation or derivative work created from or using the Data, including third party data within the Product in each case whether made by CoreLogic, by the Customer or by any other person.
- 12.3 Without detracting from clause 12.1 CoreLogic's and any Third Party Data Provider's total aggregate liability under or in connection with this Agreement, or arising out of any use, reproduction, modification, amendment or deletion of the Data, provided through the Product, or creation of compilations or derivative works of or from the Data, including third party data, whether that liability arises in tort (including negligence), contract, equity or on any other basis, shall be limited as follows:
- 12.3.1 CoreLogic's total aggregate liability shall be limited to \$100; and
- 12.3.2 any Third Party Data Provider's total aggregate liability shall be limited to \$1.00

The limitations in this clause 12.3 are also expressed for the benefit of the Third Party Data Providers for the purposes of the Contract and Commercial Law Act 2017.

13 Customer Indemnity

- 13.1 The Customer shall indemnify and hold harmless CoreLogic and its directors, officers and employees (each an Indemnified Party) from and against any and all losses, claims, liabilities, damages, costs and expenses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) that any Indemnified Party may suffer or incur by reason of or in connection with the provision of the Product to the Customer and/or any breach of this Agreement by the Customer or any wilful, unlawful or negligent act or omission of the Customer or any of its employees, agents or contractors.

14 Intellectual Property Rights

- 14.1 The Customer acknowledges and agrees that, as between CoreLogic and the Customer, CoreLogic, or one or more of its service providers, is and will remain the sole and exclusive owner of all right, title and interest in and to the Data and the Product, including all material contained or embodied within the Product or the Data.
- 14.2 The Customer agrees that it acquires no rights in or to the Product or the Data provided pursuant to this Agreement, except for the limited license set out in clause 4, and that it will not, and will not permit any other person or entity to, infringe upon, harm or contest the validity of CoreLogic's, or its service providers', ownership of the Data or the Product, or the creations, inventions and intellectual property rights contained or embodied within the Product or the Data.
- 14.3 The Customer agrees that it will not make copies (other than a single copy for its own historical reference purposes) or derivative works of the Product or the Data.
- 14.4 The Customer agrees not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which CoreLogic may post on the Product or the Data.
- 14.5 The name and logo of CoreLogic and its associated brands are registered trademarks.
- 14.6 Other than as set out in clause 14.4, the Customer is not permitted to use or reproduce or allow anyone to use or reproduce the trade mark specified in clause 14.5 above for any reason without CoreLogic's express written permission, which may be withheld. The software which operates the Product is proprietary software and the Customer is not permitted to use it except as expressly allowed for under the terms of this Agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

15 Usage

- 15.1 Without limiting any other term of this Agreement:



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- 15.1.1 The Customer will follow all reasonable instructions CoreLogic gives from time to time with regard to the use of the Product.
 - 15.1.2 The Customer will permit CoreLogic at all reasonable times to check that the Product, the Data and End User Information is being used in accordance with the terms of this Agreement, and for such purposes the Customer shall maintain complete and accurate records of the Customer's use of the Product, Data and End User Information.
 - 15.1.3 The Customer expressly acknowledges that CoreLogic has entered into various licensing agreements for ongoing use of data with various data suppliers and as such CoreLogic has undertaken certain contractual obligations. To assist CoreLogic in meeting these obligations the Customer agrees to comply with and/or accept responsibility for all of CoreLogic's obligations expressed or implied in such supplier agreements.
- 15.2 The Customer acknowledges and agrees that CoreLogic's ability to provide:
- 15.2.1 the Product and the Data is subject to its agreements with third party suppliers; and
 - 15.2.2 the End User Information is subject to End Users' having validly accepted the End User Terms, and that:
 - 15.2.3 these third party agreements or End User Terms (as applicable) may expire or terminate; or
 - 15.2.4 suppliers may not provide the service or data as provided under such third party agreements, and that in such circumstances CoreLogic may not be able to, and will have no obligation to, provide some or all of the Product or Data, either on a timely basis or otherwise.
- 15.3 If any use is made of the Product or End User Information by any person or entity other than the Customer and such use is attributed to the act or default of the Customer, then without prejudice to CoreLogic's other rights and remedies the Customer will immediately be liable to pay to CoreLogic an amount equal to the charges which such person or entity would have been obliged to pay had CoreLogic granted a licence to the unauthorised user at the beginning of the period of the unauthorised use.
- 15.4 The Customer will be fully responsible for any act or omission of any of its employees or agents.
- 15.5 CoreLogic reserves the right to suspend or terminate the Customer's access to the Product:
- 15.5.1 in the event that any Fee is not paid when due;
 - 15.5.2 in the event that CoreLogic or its service providers reasonably believe that the Customer has used or disclosed the Product, Data or End User Information or other Confidential Information in a manner not permitted under this Agreement or otherwise has materially breached this Agreement; or
 - 15.5.3 an event of force majeure occurs that affects CoreLogic's ability to provide access to the Product or the Data.

16 Customer details

- 16.1 The Customer is required to provide CoreLogic with complete and accurate registration information and to update the Customer's information with CoreLogic to CoreLogic's e-mail or postal address if it changes, including any change in the Customer's company or organisation name or ownership.
- 16.2 If the Customer fails to notify CoreLogic of any change as required in accordance with clause 16.1, the Customer is deemed in breach of this Agreement.

17 Confidential Information

- 17.1 No Confidential Information may be disclosed by the Customer to any person or entity except:



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- 17.1.1 employees of the Customer requiring the information for the purposes of this Agreement who:
- (a) are aware of the confidentiality obligations imposed in this clause 17.1; and
 - (b) have entered into written confidentiality agreements with the Customer which require such employees to comply with confidentiality obligations no less restrictive than those set forth in this clause 17;
- 17.1.2 to the extent the Customer is required to do so by applicable Law; or
- 17.1.3 to the extent the Customer is required to do so in connection with legal proceedings relating to this Agreement.
- 17.2 The Customer must not use Confidential Information except for the purpose of exercising its rights or performing its obligations under this Agreement.
- 17.3 Clauses 17.1 and 17.2 do not apply to Excluded Information.
- 17.4 The Customer will take any action that is necessary to prevent or remedy any breach of the Customer's confidentiality obligations or other unauthorised disclosure of Confidential Information.
- 17.5 The Customer may not make press or other announcements or releases relating to this Agreement and the transactions that are the subject of this Agreement without CoreLogic's prior written approval as to the form and manner of the announcement or release, unless and to the extent that the announcement or release is required to be made by the Customer by applicable Law or by a stock exchange with which the Customer is listed.
- 17.6 Except as required by clause 17.1, no Party will disclose the terms of this Agreement to any person or entity other than its employees, accountants, auditors, financial advisers or legal advisers on a confidential basis.
- 17.7 The Customer acknowledges that due to the unique nature of the Confidential Information, any breach by the Customer of its obligations under this clause 17 would result in irreparable harm to CoreLogic for which there is no adequate remedy; and therefore, upon any such breach or threat thereof, CoreLogic will be entitled to injunctive and other appropriate equitable relief (without the necessity of proving damages, or posting bond or other security), in addition to whatever remedies CoreLogic may seek under all applicable Law.

18 Privacy

- 18.1 The Customer must ensure that its use of the Product, the Data and any End User Information complies with all applicable Law, including the Privacy Act 1993.
- 18.2 CoreLogic is an Agency for the purposes of the Privacy Act 1993, as may be amended from time to time. All personal information the Customer supplies to CoreLogic will be dealt with by CoreLogic in accordance with that Act. CoreLogic may from time to time send the Customer information on selected products and services and invite others to do so. Should the Customer not wish to receive, or for any of its staff to receive, this material, the Customer must email this request to info@corelogic.co.nz.
- 18.3 The Customer has the right to access its personal profile and if there are errors in the information, correct any of its personal information.
- 18.4 CoreLogic reserves the right to deal with any personal information supplied by the Customer or to which CoreLogic gains access in accordance with this Agreement for the purposes of meeting its obligations under this Agreement and enhancing the Product made available to the Customer and other customers of CoreLogic.

19 Termination

- 19.1 Either party may terminate the Agreement upon expiry of the Initial Term or any Subsequent Term(s) by way of written notice given to



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CoreLogic 30 days prior to the end of the Initial Term or Subsequent Term(s).

- 19.2 If the Agreement is terminated during the Initial Term or any Subsequent Term the Customer will remain liable for any further Fees that would have been payable under the Initial Term or Subsequent Term, had it not be terminated.
- 19.3 Subsequent Terms may be terminated by the Customer or CoreLogic at any time on 90 days' notice to the other. This notice period will take effect from the first day of the month following the date on which the termination notice was received by the non-terminating party.
- 19.4 CoreLogic may terminate this Agreement or temporarily suspend the operation of this Agreement by notice in writing if:
- 19.4.1 the Customer does not pay the Fees when due;
 - 19.4.2 the Customer commits a breach of this Agreement, and the breach is not remedied within 30 (thirty) days of the receipt by the Customer of notice from CoreLogic, calling upon Customer to remedy the breach;
 - 19.4.3 the Customer breaches its obligations to CoreLogic;
 - 19.4.4 the Customer is, or is deemed to be insolvent;
 - 19.4.5 the Customer enters into receivership or has a receiver, trustee and/or manager (including a statutory manager) appointed in respect of all or any of its property; or
 - 19.4.6 any resolution is passed or proceedings are committed for the Customer's liquidation (except for the purposes of a solvent reconstruction approved by the party not undergoing the reconstruction, which approval may be withheld by the party not undergoing the reconstruction in its absolute discretion.
- 19.5 Upon termination or expiry of this Agreement:
- 19.5.1 the licence granted under clause 4.1, if still in force, terminates;
 - 19.5.2 the Customer must:
 - (a) immediately cease using the Product, the Data and all End User Information, and remove and delete all access to the Product, the Data and End User information as integrated into its information technology system; and
 - (b) within 30 days after the termination or expiry of this Agreement, certify that it has complied with the obligation specified at clause 19.5.2(a) above.
- 19.6 Termination will not affect the rights or obligations of the parties accruing prior to or on termination.

20 Notice

- 20.1 All notices hereunder will be in writing addressed to the parties at the respective addresses shown in the Application or as updated by notice in writing to the other party.
- 20.2 Notice will be deemed given:
- 20.2.1 in the case of hand-delivered mail upon delivery or alternatively in the case of ordinary mail on the fourth day after the date of posting; and
 - 20.2.2 in the case of email transmission upon notification of a delivery receipt.
- 20.3 A party may change its address for service of notices under this clause by giving written notification of the new address to the other party.

21 Miscellaneous



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- 21.1 The Customer warrants that it has not relied on any representation made by CoreLogic which has not been expressly stated in this Agreement or upon the descriptions or allusions or specifications contained in any document including any catalogue or other material produced or made available by CoreLogic.
- 21.2 CoreLogic will not be liable for any failure to perform or delay in performing its obligations if the failure or delay results from circumstances beyond the control of CoreLogic (whether happening in the New Zealand or elsewhere, including acts of God, refusal of licence, refusal or revocation of any telecommunications organisation's consent in respect of data communication equipment, government act, fire, explosion, accident, strike, industrial dispute, civil commotion or impossibility of obtaining material and/or data).
- 21.3 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.
- 21.4 Nothing contained or implied in this Agreement constitutes one party the partner, agent, or legal representative of the other party for any purpose or creates any partnership, agency or trust, and neither party has any authority to bind the other party in any way.
- 21.5 The rights and remedies provided in this Agreement are in addition to other rights and remedies given by applicable Law independently of this Agreement.
- 21.6 This Agreement (together with the Application and any relevant amendments) shall constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 21.7 The Customer agrees that CoreLogic may send the Customer commercial electronic messages marketing CoreLogic's goods and services and new products. The Customer also agrees that CoreLogic may send electronic messages containing updated information in relation to the services, news and various other information of related interest.

22 Variation to this Agreement

- 22.1 CoreLogic may vary the provisions of this Agreement at any time on 30 days' notice. If the Customer does not agree to the variation they have the right to terminate the Agreement within 30 days of receipt of the notice of variation. If the Customer does not exercise its termination right the continued use of the Service will constitute binding acceptance of the variation.
- 22.2 No right under this Agreement will be deemed to be waived except by notice in writing signed by the party to be bound.

23 Assignment

- 23.1 The Customer may not assign, transfer, novate, subcontract or otherwise dispose of any benefits, rights, liabilities or obligations under this Agreement or any part of this Agreement without the prior written consent of CoreLogic.
- 23.2 CoreLogic is permitted to assign its interests, and novate its obligations (without recourse by the Customer) under this Agreement by notice in writing to the Customer.

24 Governing Law

- 24.1 This Agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this Agreement shall be referred to the New Zealand courts and the New Zealand courts shall have jurisdiction to hear and determine such dispute.

25 General

- 25.1 All provisions of this Agreement intended to survive termination or expiry of this Agreement shall so survive and this includes



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clauses 7,11,13,14, 17 and 18.

- 25.2 If one or more of the provisions of this Agreement will be invalid, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or impaired.
- 25.3 This Agreement may be executed in several counterparts (including email PDFs), all of which when signed and taken together constitute a single agreement between the Parties. The Parties consent to entry into this Agreement by electronic means pursuant to the Electronic Transactions Act 2002.

26 Third Party restrictions

- 26.1 The Customer acknowledges and agrees that CoreLogic's ability to provide the Product and Data and associated services is subject to its agreements with Third Party Data Providers and that any supply of Data is subject to the terms with those Third Party Data Providers as updated from time to time. Without limiting the foregoing, the Customer covenants with CoreLogic (and the relevant Third Party Data Provider) to comply with the requirements of the Third Party Data Providers as set out at www.corelogic.co.nz/third-party-data-provisions/.